

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jerry Lin		08/27/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Her Dah Industrial Limited		
Street Address:	Premiere Building		
City:	Victoria Mahe		
State/Country:	SEYCHELLES		
Entity Type:	International Business Company: SEYCHELLES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4512209	DIGITAL2	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213 880 9189		
Email:	john@karmissie.com		
Correspondent Name:	John Wang		
Address Line 1:	1000 Avonaok Terrace		
Address Line 4:	Glendale, CALIFORNIA 91206		
NAME OF SUBMITTER:	John Z. Wang, Esq.		
SIGNATURE:	/John Z. Wang/		
DATE SIGNED:	05/21/2015		
Total Attachments: 3			
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OP \$40.00 4512209

TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made effective 8/27, 2014 (the "Effective Date"), between Jerry Lin, an individual and citizen of the United States of America ("Lin"), and Her Dah Industrial Limited, with registered address at Premier Building, Victoria, Mahe, The Republic of Seychelles, a Seychelles International Business Company ("HDI").

RECITALS

WHEREAS Lin is the owner of the US trademark registration for "digital2" as registered with the USPTO under serial no. 85843021 (the "Trademark");

AND WHEREAS HDI wishes to acquire Lin's rights in the Trademark, and all intellectual property and other legal rights of the Trademark, in the US and the rest of the world;

THEREFORE, in consideration of the payment of the purchase price by HDI to Lin and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, HDI and Lin hereby agree as follows:

AGREEMENT

1. ASSIGNMENT. Lin hereby sells, assigns, conveys and transfers to HDI, Lin's entire right, title and interest in and to the Trademark, along with all world-wide intellectual property rights appurtenant thereto, together with all legal rights and goodwill associated therewith, for use and registration by HDI wherever HDI may choose.
2. PURCHASE PRICE. The purchase price for the Trademark is US\$1.00 (One United States Dollar) (the "Purchase Price") which is payable by HDI to Lin within 30 days of the last execution of this Agreement.
3. LIN'S COVENANTS. Lin covenants and agrees that he must:
 - 3.1 Not contest HDI's full and complete ownership of the Trademark in any Territory for any product, including the rights to use, license the use of and/or registration of the Trademark, for any product or for any use;
 - 3.2 Not personally use, commercially exploit, or seek to register the Trademark in any jurisdiction world-wide, for any product;
 - 3.3 Not contest, or file an opposition to, the acquisition by HDI or any of HDI's subsequent registrations in any country; and
 - 3.4 Cooperate fully with transferring the Trademark to HDI, including but not limited to executing any further agreements or applications as reasonably requested by HDI.
4. FURTHER COOPERATION; COSTS AND EXPENSES. Upon the last execution of this Agreement, Lin shall execute and deliver to HDI all documentation required to perfect the transfer of the Trademark with the USPTO; provided, however, that Lin shall not be required to incur any out-of-pocket expenses. Subject to the foregoing, HDI shall be responsible for

preparation of all documentation required to perfect the transfer of the Trademark and shall pay all costs incurred in connection therewith. However, Lin may volunteer such costs at his option. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

5. LIN'S REPRESENTATIONS AND WARRANTIES. Lin warrants and represents to HDI that as of the Effective Date:

- 5.1 Lin is an individual and resident of the State of California, USA, and that Lin has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby;
- 5.2 Any and all consents and approvals which may be required in order for Lin to enter into this Agreement or consummate the transaction contemplated hereby have been obtained, including any by way of community property law; and
- 5.3 To the best of Lin's knowledge, it is the owner of all right, title and interest in the Trademark registration(s) and such registrations are valid and in good standing.

6. HDI'S REPRESENTATIONS AND WARRANTIES. HDI represents and warrants to Lin that as of the Effective Date:

- 6.1 HDI is an international business company duly organized and in good standing under the laws of the Seychelles, and has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by HDI in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of HDI is duly authorized to do so; and
- 6.2 Any and all consents and approvals which may be required in order for HDI to enter into this Agreement or consummate the transaction contemplated hereby have been obtained.

7. MISCELLANEOUS.

- 7.1 This Agreement shall be governed by the substantive laws of the State of California, applicable to agreements fully executed and performed in said state.
- 7.2 All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either: (i) personally delivered; (ii) sent via certified air mail or courier with a return receipt requested; or (iii) sent via electronic means which produces a written.

Notices shall be effective upon receipt. The notice, addresses, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

Notices shall be addressed as follows:

To Lin:
Mr. Jerry Lin
525 Parriott Place
City of Industry, CA 91745
USA

To HDI:
Her Dah Industrial Limited
Premier Building
Victoria, Mahe
REPUBLIC OF SEYCHELLES

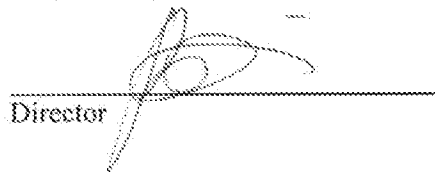
- 7.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.
- 7.4 This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.
- 7.5 This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first appearing above.

"Lin"
Jerry Lin
an individual and national of the United States of America



"HDI"
Her Dah Industrial Limited
a Republic of Seychelles international business company



Director

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